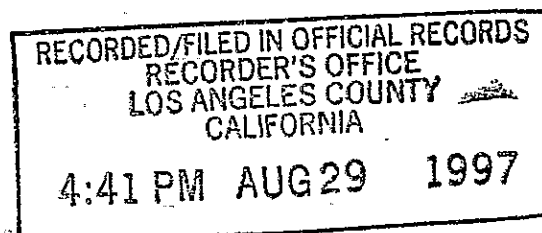


CHICAGO TITLE

RECORDING REQUESTED BY:

97 1353717



Neville Chemical Company

WHEN RECORDED, MAIL TO:

Name: California EPA

Mailing Address: Dept. of Toxic Substances Control  
Regional Office  
1011 N. Grandview Avenue  
Glendale, California  
91201  
City, State  
Zip Code  
Attention: Neville Chemical Co.  
Site Manager

FEE \$ 64 S 20  
(20)

ACCOMODATION ONLY

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION  
NEVILLE CHEMICAL COMPANY SITE,  
SANTA FE SPRINGS, CALIFORNIA

NCPF Code 19 \$ 60

D.A. FEE Code 20 \$ 20

This Covenant and Agreement ("Covenant") is made on the 4 day of August, 1997 by Neville Chemical Company ("Covenantor"), who is the owner of record of certain property situated at 12800 Imperial Highway, Santa Fe Springs, County of Los Angeles, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference ("Property") and by the California Department of Toxic Substances Control ("DTSC"), with reference to the following facts:

See Exhibit B

- A. This Property contains hazardous substances as defined in Section 25260 of the Health and Safety Code (H&SC). The major contaminants of concern in the soils include dichlorobenzenes (DCBs), dioxins/furans, and carbon tetrachloride. The dioxins/furans, and chlorobenzenes are prevalent in the shallow soils [ 0 to 7.5 feet below ground surface (bgs)]. In the deep soils (7.5 feet bgs to the water table at about 100 feet bgs), DCBs and carbon tetrachloride are the major contaminants of concern. Human exposure to some of the chemicals identified above may result in potential adverse acute and chronic health effects. There is evidence indicating the presence of dichlorobenzenes in the deep soils immediately above the water table. Several organic contaminants were also detected in the groundwater beneath the site, the most prevalent being dichlorobenzene isomers, chlorobenzene and benzene. The area surrounding the Site is mostly industrial.
- B. Covenantor desires and intends that in order to protect the present or future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property which may result from hazardous substances which remain on specified portions of the Property.
- C. Covenantor further desires and intends to use the Property for commercial or industrial purposes.

ACCOMODATION ONLY

CONFORMING COPY  
CHICAGO TITLE

RECORDING REQUESTED BY:

Neville Chemical Company

WHEN RECORDED, MAIL TO:

Name: California EPA

Mailing Address: Dept. of Toxic Substances Control  
Regional Office  
1011 N. Grandview Avenue  
Glendale, California  
91201  
City, State  
Zip Code  
Attention: Neville Chemical Co.  
Site Manager

8. 29. 4:44

COPY of Document Recorded	
97 1353717	
LOS ANGELES COUNTY RECORDER'S OFFICE	

ACCOMMODATION ONLY

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY  
ENVIRONMENTAL RESTRICTION  
NEVILLE CHEMICAL COMPANY SITE,  
SANTA FE SPRINGS, CALIFORNIA

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- C. Covenantor further desires and intends to use the Property for commercial or industrial purposes.

ACCOMMODATION ONLY

## ARTICLE I

### GENERAL PROVISIONS

1.01 Provisions to Run With the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions") upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof.

Covenantor, successor owners, lessees and possessors shall, upon the sale, transfer, or assignment of such interest, be relieved of all obligations and liabilities under this Covenant, except for those already accrued. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions are imposed pursuant to Section 1471 of the Civil Code and Sections 25355.5 and 25356.1 of the Health and Safety Code (H&SC) and run with the land pursuant to Section 1471 of the Civil Code and Section 25355.5 of the H&SC. Each and all of the Restrictions are enforceable by DTSC.

1.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest in the Property shall be subject to the Restrictions contained herein.

1.03 Incorporation Into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out ~~herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.~~

## ARTICLE II

### DEFINITIONS

2.01 DTSC. "DTSC" shall mean the California State Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02 Improvements. "Improvements" shall mean all buildings, equipment and other structures, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Property.

2.03 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.

2.04 Owner. "Owner" shall mean the Covenantor or its successors in interest, including heirs, and assigns, who hold title to all or any portion of the Property.

### ARTICLE III

#### DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

##### 3.01 Restrictions on Use:

3.01.1 The Property may be used for the following without restriction in a manner as to avoid potential harm to persons or property which may result from hazardous substances that remain in the Property, except as otherwise provided under law or other provision of this covenant:

- a. Industrial, commercial and office uses which satisfy the requirements of paragraphs 3.01.5, 3.01.6, and 3.01.7 below;
- b. Landscaped and paved areas (such as parking lots) either independently developed or ancillary to industrial, commercial, and office structures that satisfy the requirements of paragraphs 3.01.5, 3.01.6, and 3.01.7 below.
- c. Operation, maintenance, and monitoring activities performed according to the following documents:
  - Removal Action Plan (9/92)
  - Remedial Action Plan (5/8/95)
  - Remedial Action Plan Work Plan (6/24/96)
  - Operation and Maintenance Plan

3.01.2 All other uses are precluded unless the Owners or Occupants have demonstrated to the reasonable satisfaction of DTSC that remedial measures necessary for protection of human health and the environment have been taken. Other uses can be implemented only after prior written approval from DTSC. Said approval shall not be unreasonably withheld or delayed. Such restricted uses include but are not limited to the following:

- a. All uses not specified in paragraph 3.01.1 above. These include, but are not limited to, residential (e.g. single and multiple family, hotels, transient occupancy), day care, educational or institutional uses (e.g. cultural facilities, senior citizen facilities, health care facilities) and agricultural uses.
- b. All parks, playgrounds, water features, yards, gardens, and landscaped areas, except those specified in paragraph 3.01.1 above.

- 3.01.3 No excavation at and/or removal of any soil from the Property shall be allowed, except as allowed pursuant to paragraphs 3.01.5, 3.01.6, and 3.01.7 below, without the prior written approval of DTSC. Excavated soil must be tested for those hazardous substances identified in the Remedial Action Plan (RAP) as being associated with the Property and properly used, treated, and/or disposed of as required by law and with prior notice to DTSC.
- 3.01.4 Infrastructure improvements (e.g., streets, rail lines, utilities) must be developed consistent with paragraphs 3.01.5, 3.01.6, and 3.01.7 below.
- 3.01.5 Over those areas of the Property to be used for industrial or commercial uses where human exposure to soil is anticipated, such as landscaped areas or new utility easements, the Owners or Occupants shall continually keep and maintain clean soil to such depth as the Owners or Occupants have demonstrated to the reasonable satisfaction of DTSC to be protective of human health and the environment. Routine landscape maintenance (e.g. replacement of portions of the irrigation system or vegetation) which disturbs the clean soil shall be done in a manner which has been demonstrated to the reasonable satisfaction of DTSC to be protective of human health and the environment.
- 3.01.6 Except for routine landscape maintenance as discussed in paragraph 3.01.5 above, no use, modification of use, or improvement in the Property shall be allowed to disturb the integrity of the overlying chip seal cover, fencing, or groundwater monitoring system unless the Owners or Occupants demonstrate to the satisfaction of DTSC:
- (a) that the disturbance is necessary to the present or proposed use of the Property and can be accomplished in a manner that will be protective of human health during construction and, when completed, will not materially increase any hazard or potential hazard to human health and/or the environment; or
  - (b) that such disturbance is necessary to reduce an imminent threat or endangerment to human health and safety or the environment which reasonably appears to be sufficiently substantial to justify the risks, if any, to human health or the environment resulting from such disturbances. Any such disturbance shall be limited to the extent necessary to respond to the emergency only. The Owners or Occupants shall obtain evidence of DTSC's satisfaction in writing before commencing the use, modification of use, and/or construction of the improvement.
- 3.01.7 Prior to the commencement of a use, modification of a use, or construction of any improvement by Owners or Occupants which disturbs the integrity of the cover, Owners or Occupants shall give not less than sixty (60) days advance notice to DTSC

unless: (a) the activity is initiated to respond to an emergency as identified in paragraph 3.01.6 (b) above; or (b) DTSC waives the sixty (60) day notice requirement.

3.01.8 In the event that Owners or Occupants discover a disturbance of the cover that was not addressed in paragraph 3.01.7 above, Owners or Occupants shall notify DTSC of each of the following: (a) the type, cause, location, and date of any disturbance to the cover and/or containment system which could affect the ability of the cover and the containment system to contain subsurface hazardous substances on the Property, and (b) the type and date of repair of such disturbance. Notification to DTSC and a request for any proposed earth moving or excavation shall be made by telephone within 24 hours of the discovery of the cover disturbance and by registered mail within ten working days of both the discovery of the disturbance and the completion of repairs.

3.01.9 DTSC or its designated agents (including successor agencies) shall have access to the Property for the purpose of inspection, surveillance, or monitoring, or other purposes necessary to protect public health or safety and the environment as provided in Chapters 6.5 and 6.8 of H&SC and Chapter 4 of Division 7 of the Water Code.

3.02 Conveyance of Property. The Owner or Owners shall provide a thirty (30) days advance notice to DTSC of any sale, or other conveyance of the Property to a third person. DTSC shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any sale, or other conveyance of the property.

3.03 Enforcement. Failure of the Owner to comply with any of the requirements, as set forth in paragraph 3.01, shall be grounds for DTSC, by reason of this Covenant, to require that the Owner modify or remove any Improvements constructed in violation of that paragraph.

3.04 Notice in Agreements. All Owners and Occupants shall execute a written instrument which shall accompany all purchase, lease, sublease, or rental agreements relating to the Property. The instrument shall contain the following statement:

"The land described herein contains hazardous substances. Such condition renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, and provisions contained in the Covenant to Restrict Use of Property dated August 4, 1997 and may be subject to requirements contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code. This statement is not a declaration that a hazard exists."

## ARTICLE IV

### MODIFICATION AND TERMINATION

4.01 Modification. Any Owner or, with the Owner's consent, any occupant of the Property or any portion thereof may apply to DTSC for a written modification from the provisions of this Covenant. Such application shall be made in accordance with Section 25398.7, H&SC.

4.02 Termination. Any Owner or with the Owner's consent, any Occupant of the Property or a portion thereof may apply to DTSC for a termination of all or any portion of the Restrictions as they apply to all or any portion of the Property. Such application shall be made in accordance with Section 25234, H&SC.

4.03 Term. Unless terminated in accordance with paragraph 4.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.



## ARTICLE V

### MISCELLANEOUS

5.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

5.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective 1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency being served, or 2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

To: Neville Chemical Company  
2800 Neville Road  
Pittsburgh, PA 15225-1496  
Attention: Vice President of Manufacturing

Copy to: California EPA  
Department of Toxic Substances Control  
Site Mitigation Cleanup Operations  
Southern California Branch  
1011 N. Grandview Avenue  
Glendale, CA 91201  
Attention: Neville Site Project Manager

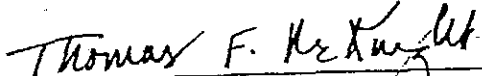
5.03 Partial Invalidity. If any portion of the Restrictions set forth herein or terms is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.04 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.05 Recordation. This instrument shall be executed by the Covenantor and by the Director or his representative, California Department of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Los Angeles within ten (10) days of the date of execution.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

NEVILLE CHEMICAL COMPANY

 <sup>11/11/97</sup>

Thomas F. McKnight  
Vice President and General Counsel

Date: August 19, 1997

DEPARTMENT OF TOXIC SUBSTANCES  
CONTROL



Hamid Saebfar, Chief  
Site Mitigation Cleanup Operations  
Southern California Branch A

Date: August 4, 1997

STATE OF CALIFORNIA )

COUNTY OF Los Angeles ) ss

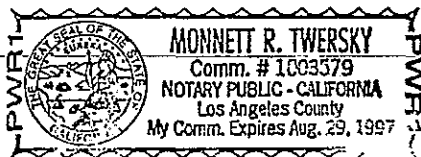
On this 4th day of August, in the year 1997, before me  
Monnett R. Twersky-Notary Public personally appeared  
Hamid Saebfar

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they  
executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.

Signature

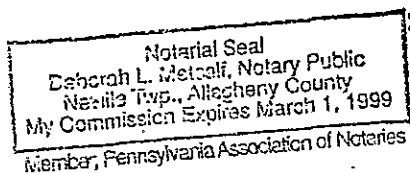
Monnett R. Twersky  
Notary Public



COMMONWEALTH OF PENNSYLVANIA )  
)  
COUNTY OF ALLEGHENY )  
\_\_\_\_\_ )

On August 19, 1997 before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas F. McKnight, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President and General Counsel, of Neville Chemical Company that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

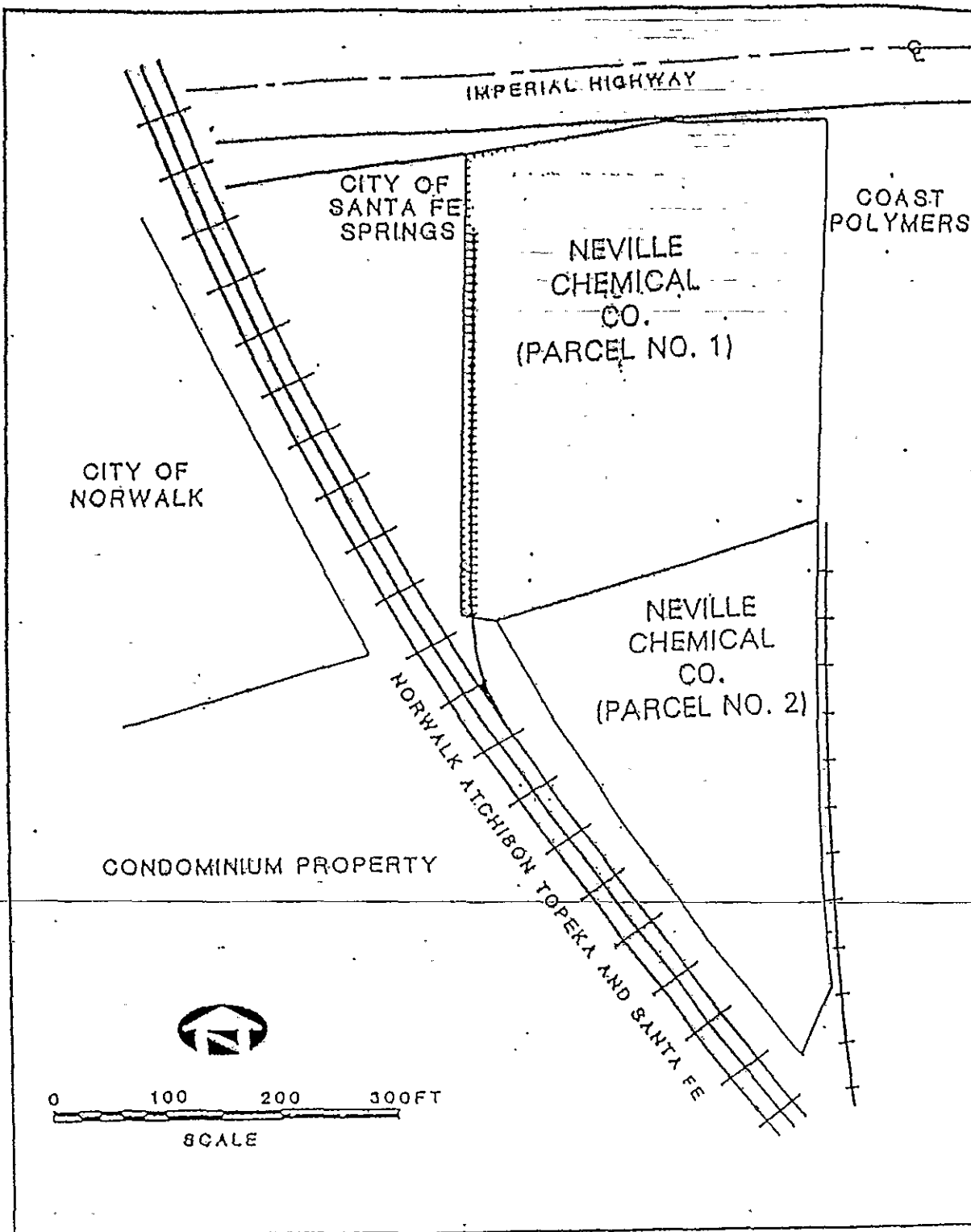


Deborah L. Metcalf  
Notary Public in and for said County and State

**EXHIBIT A**

**PROPERTY DESCRIPTION**

---



PARCEL NO. 1

THAT PORTION OF THE RANCHO SANTA GERTRUDES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN ON MAP OF HOFFMAN'S SURVEY, RECORDED IN BOOK 1 PAGE 502 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AT THE NORTHEAST CORNER OF LOT I OF SAID SECTION 17, AS SHOWN ON SAID MAP, BEING A POINT 20 CHAINS EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT I TO THE DIVIDING LINE BETWEEN THE RANCHO SANTA GERTRUDES AND LOS COYOTES; THENCE NORTHEAST ALONG SAID DIVIDING LINE TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO MATT W. HONGOLA, RECORDED ON JULY 14, 1949 AS INSTRUMENT NO. 779 IN BOOK 30535 PAGE 204 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LAND AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF SAID SECTION; THENCE WESTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION IN THE SOUTHWEST CORNER OF SAID LAND INCLUDED WITHIN THE RIGHT OF WAY OF CALIFORNIA CENTRAL RAILROAD COMPANY (NOW ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY).

ALSO EXCEPTING THEREFROM THE EASTERLY 487.07 FEET MEASURED ALONG THE NORTH LINE THEREOF.

ALSO EXCEPTING THEREFROM THE EASEMENT TO THE CITY OF SANTA FE SPRINGS FROM NEVILLE CHEMICAL COMPANY RECORDED OCTOBER 9, 1975 AS INSTRUMENT #3114 IN BOOK D6827 PAGE 882 OF DEEDS, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL NO. 2

THAT PORTION OF THE LAND CONVEYED TO KALICO, INC., BY DEED RECORDED SEPTEMBER 25, 1956, AS INSTRUMENT NO. 2183, IN BOOK 52394 PAGES 406 AND 407 OF OFFICIAL RECORDS, BEING A PORTION OF THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON A COPY OF MAP MADE BY CHARLES T. HEALEY, RECORDED IN BOOK 41819 PAGE 141 ET SEQ. OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE COMPROMISE LINE BETWEEN THE RANCHO SANTA GERTRUDES, AND THE RANCHO LOS COYOTES, (BEING THE NORTHERLY LINE OF SAID LAND) THAT IS DISTANT SOUTH 74° 50' 15" WEST 1022.24 FEET THEREON FROM THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO MARIUS MEYER, RECORDED IN BOOK 90 PAGE 66 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTH 0° 13' 16" WEST 311.90 FEET; THENCE SOUTH 27° 39' 07" WEST 138.67 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CALIFORNIA CENTRAL RAILWAY CO., RECORDED ON MAY 28, 1888, IN BOOK 448 PAGE 17 OF SAID DEEDS, BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3224.17 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 137.62 FEET TO THE ABOVE-MENTIONED COMPROMISE LINE; THENCE THEREON NORTH 74° 50' 15" EAST 320.59 FEET TO THE POINT OF BEGINNING.



**EXHIBIT B**

**GRANT DEEDS**

---

RECORDING REQUESTED BY

5842

BR01869PEJ10

RECORDED IN  
OFFICIAL RECORDS  
LOS ANGELES COUNTY, CALIF.  
RAY E. LEE, RECORDER

WHEN RECORDED, MAIL TO

John G. Bane, Jr., Esq.  
Reed, Smith, Shaw & McClay  
747 Union Trust Building  
Pittsburgh 19, Pennsylvania

Dec 28 10 54 AM 1962

CORPORATION GRANT DEED

FEE \$3.60 35

Western Organics, Inc., a Corporation, For a Valuable Consideration, the receipt of which is hereby acknowledged, does hereby GRANT to Neville Chemical Company, a Pennsylvania corporation, all that real property situated in the County of Los Angeles, State of California, described as follows:

That portion of the Rancho Santa Gertrudes, in the city of Santa Fe Springs, county of Los Angeles, state of California, described as follows:

Beginning on the north line of Section 17, Township 3 South, Range 11 West, San Bernardino meridian, as shown on map of Hoffman's Survey, recorded in book 1 page 502 of Miscellaneous Records, in the office of the county recorder of said county, at the northeast corner of lot I of said Section 17, as shown on said map, being a point 20 chains east of the northwest corner of said section; thence south along the east line of said lot I to the dividing line between the Rancho Santa

RECORDING REQUESTED BY

BK D3895PG 134

United California Bank

AND WHEN RECORDED MAIL TO

271

RECORDED IN OFFICIAL RECORDS  
OF LOS ANGELES COUNTY, CALIF.  
FOR TITLE INSURANCE & TRUST CO.

JAN 25 1968 AT 8 A.M.

RAY, E. LEE, County Recorder

FEE  
\$280  
2R

Name

Neville Chemical Company

Street  
Address

12800 Imperial Highway  
Santa Fe Springs, Calif.

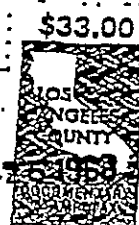
City &  
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

Mail Tax statement to same as above.

36 30  
36 20  
AFFIX I.R.S. STAMP IN THIS SPACE

JAN 25 1968



## Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TO 405 C

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Morris Gottsegen doing business as

The Bama Co. and wife Sylvia Gottsegen

hereby GRANT(S) to

Neville Chemical Company, a corporation

the following described real property in the CITY OF SANTA FE SPRINGS,

County of Los Angeles, State of California:

As per attached rider:

BK D3895PG 135

Subject to Special Assessed Tax

IMPERIAL

HWY

POR. RO. SANTA GERTRUDES

Title Insurance and Trust Company

152.44  
320.59  
Compromise In. between the Ro. Santa Gertrudes and Ro. Los Coyotes

PORT. RO. LOS COYOTES

PORT. RO. LOS COYOTES

Title Insurance and Trust Company

LEFFINGWELL RD.

SW COR.  
90-66 Dds.

AVE.

W. line of Pd. 7 - 49401-579 O.R.

SHOEMAKER

N. 1/4 of S. 2 of NW 4, Sec. 17  
T3S, R11W

N. 1/4 In. 6475-1740R.

RX



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

## SCHEDULE C

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE LAND CONVEYED TO KALICO, INC., BY DEED RECORDED SEPTEMBER 25, 1956 AS INSTRUMENT NO. 2183 IN BOOK 52394 PAGE 406 AND 407 OFFICIAL RECORDS, BEING A PORTION OF THE RANCHO LOS COYOTES, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON A COPY OF MAP MADE BY CHARLES T. HEALEY RECORDED IN BOOK 41819 PAGE 141 ET SEQ., OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE COMPROMISE LINE BETWEEN THE RANCHO SANTA GERTRUDES AND THE RANCHO LOS COYOTES, BEING THE NORTHERLY LINE OF SAID LAND, THAT IS DISTANT SOUTH 74° 50' 15" WEST 1022.24 FEET THEREON FROM THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO MARIUS MEYER, RECORDED IN BOOK 90 PAGE 66 OF DEEDS, RECORDS OF SAID COUNTY; THENCE SOUTH 0° 13' 16" WEST 311.90 FEET; THENCE SOUTH 27° 39' 07" WEST 138.67 FEET TO A POINT IN THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CALIFORNIA CENTRAL RAILWAY CO., RECORDED ON MAY 28, 1888 IN BOOK 448, PAGE 17 OF SAID DEEDS, BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3224.17 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 427.62 FEET TO THE ABOVE-MENTIONED COMPROMISE LINE; THENCE THEREON NORTH 74° 50' 15" EAST 320.59 FEET TO THE POINT OF BEGINNING.